

SEP 29 2006

For The Northern Mariana Islands

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS

ABELLANOSA, JOANNA, et al.,

Plaintiffs,

v.

L&T INTERNATIONAL CORP.,

Defendant.

Civil Action No. 05-0010

DECLARATION IN SUPPORT OF
PLAINTIFFS' OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT

I, Precilla Arcega, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.

2. On or about February, 2004, I went to L&T to apply as hand packer. I was assisted by Baby Lopez.

3. I went back for an interview. Cory Quing asked me who was my employer and if I was willing to transfer to L&T. I told her who my employer was and yes, I was willing to transfer to L&T. She asked me if my employer was willing to release me. I told her yes.

I.
MEDICAL FEES
(Physical Examination Fee
and Health Certificate Fee)

4. A few days later, I got a call from L&T asking me to report to HR office. When I arrived at HR I met with Baby Lopez, who identified herself as an HR staff person. Baby gave me and asked me to complete the Consensual Transfer documents and have my employer to complete and sign them, which

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ORIGINAL

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1 I did. I gave the completed consensual transfer documents to Baby Lopez at
2 the HR office. Baby Lopez then asked me to get a new medical examination
3 and health certificate before my employment application/documentation could
4 be completed and processed.

5 5. Baby told me to go to Marianas Medical Center to get the examination.
6 I asked her how the medical examination and the health certificate are going
7 to be paid for. Baby said you pay for it now and on your renewal L&T will pay.
8 I understood this to mean that if I did my job and not violate any company
9 rules, that I would be renewed for a second year and that during that second
10 year L&T would pay/repay for the health examination and health certificate
11 fees.

12 6. Baby instructed me that after the medical examination, I should go to
13 Health Services at DOL and bring back my health certificate, and at that time
14 they can complete the processing of my employment application papers.

15 7. About a week or so later, when the health certificate was ready, I picked
16 it up and gave it to Baby Lopez at L&T. I paid \$35.00 for the physical exam
17 and \$20.00 for the CNMI health certificate.

18 8. I was not paid nor reimbursed by L&T for my services and time spent
19 getting the medical examination and health certificate.

20
21 II.
CONTRACT SIGNING

22 9. My first non-resident contract was in October 1989. Basically, annually
23 since then, each year, my employers used and had me sign a standard form
24 labor contract provided by DOL. I became familiar with the basic terms of the
25

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1 DOL standard form contract. A copy of such standard form contract is
2 attached as Exhibit "A" to Plaintiffs' Amended Opposition.

3 10. In 2004, when L&T HR staff Baby Lopez handed me their contract
4 form, with only the signature page showing, and insisting that I sign, I had
5 no reason to believe it was not the standard DOL form contract. Prior to
6 signing this L&T contract form and at the time it was presented to me in the
7 HR for signing, I was not given an opportunity to read the contract before
8 signing it. When it was presented to me in the HR office, Baby Lopez just
9 pushed the document through the counter-window with the pages turned
10 back, showing only the signature page, and pointed to where I was to sign it,
11 and said sign, which I did without reading it. I asked Baby "Can I read it first?"
12 Baby Lopez replied "no, we need to expedite for DOL processing and we need
13 manpower." The HR staff was rushing me and other applicants by insisting
14 that I and the other applicants I saw present, hurry up and quickly sign,
15 without delaying the document processing. From the mood and way the HR
16 staff was acting, I was made fearful that if I didn't just sign the signature page
17 as instructed, I would lose the job opportunity especially since none of the
18 other applicants I saw there held up the line by or took time to read the
19 contract document. I observed the HR staff acting the same way with other
20 workers who signed before and after my turn. Neither Baby Lopez, nor any
21 one else, ever showed me my contract document until the time and date they
22 asked me (us) to sign at HR. I was never given a copy of the L&T contract
23 document I signed before my termination on or about May 13, 2004. After my
24 termination I was surprised when I later learned of some of the terms and
25 conditions in L&T's self-styled contract. Had I known that L&T contract

1 contained terms restricting me from being employed with other competing
2 companies in Saipan and allowing L&T to terminate me at any time as a
3 reduction in force, I would not have agreed to it or signed it.

4
5 III.
6 PERFORMANCE EVALUATION

7 11. There was no individualized measurement or testing to determine my or
8 each Packer's individual performance or production. The only production
9 measurement or test was done by counting the output (production) from each
10 of the different lines of Packers. There was really no way for me as an
11 individual packer to control or show an increase in the number of products
12 because I was just one individual on the line with many others. In the
13 packing section our work was performed by groups of workers on so-called
14 lines. The packages or items we were assigned to work on often varied from
15 day to day. Our Head Supervisor in the packing section was Cao, Li Qun, who
16 is Chinese. When I and other Filipino workers tried to ask her questions
17 regarding our work she could not answer nor explain because she does not
18 speak english fluently. (See Defendant's Response to Plaintiffs' First Set of
19 Request for Interrogatories No. 49a).

20 IV.
21 TERMINATION

22 12. I was employed and worked for L&T International Corporation as a hand
23 packer, from on or about March, 2004 to May 13, 2004, when I and other
24 workers in the hand packing section were summoned by the calling of our
25

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1 individual names over the public address system, to report to the Human
2 Resources (HR) office. I believe and understand we were called in two batches,
3 one about 3:00 p.m. and one about 5:00 p.m. (See Deposition of Jack Torres,
4 page 97, lines 14-17).

5 13. I did not know why we were being called to come to HR. I thought that
6 we were being called regarding receipt of our anticipated ATM Cards that L&T
7 had previously given us and had us fill out an application for, as they told me
8 and other workers present, to make it easier and more convenient for (us)
9 workers to access and get our anticipated bi-weekly wage payments without
10 having to stand in line waiting for and trying to cash payroll checks. I was
11 made more assured of my continued employment and anticipated pay check
12 by L&T having asked me and other workers to set up these ATM accounts to
13 facilitate our anticipated payroll check payments.

14 14. As we arrived at the designated meeting room, I observed other workers,
15 and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR
16 staff, were present at the May 13, 2004 meeting.

17 15. I did not see or hear Corazon Quing read or reading from any document
18 or the so-called "communication plan" as described and stated in Exhibit "A"
19 attached to the Declaration of Corazon Quing.

20 16. More specifically, I (we) were not told as stated by Corazon Quing that we
21 the workers, had the right to appeal our termination to the "Legal
22 Department" of L&T or to any one else.

23 17. Neither Malou Ernest, Corazon Quing nor any one else at the May 13,
24 2004 meeting, informed us, that the purpose of the so-called second check
25 was "to cover for 10 days pay in lieu of notice," as stated in paragraph 7,

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1 Declaration of Corazon Quing. Additionally, L&T's own RIF policy required,
2 as proposed RIF workers, that I (we) be given "written notice of separation at
3 least 15 days prior to the effective date of separation, or severance pay in lieu
4 of notice." (See Ex. "D" Deposition of Torres, and page 88 lines 6-8 and lines
5 20-24). Malou Ernest even told us that even if we go to the Department of
6 Labor, we cannot get anything.

7 18. It was my honest belief that I and my co-workers were terminated on May
8 13, 2004 and that the termination was effective immediately on and from May
9 13, 2004, because I (we) were told by HR staff at the May 13, 2004 meeting
10 that today (May 13, 2004) was our last day of employment and they demanded
11 that we give up and turn in our company ID cards which were required and
12 needed for company employees to freely enter company premises; and more
13 importantly, our I.D.s were swipe-cards for the time-clocks so we could not
14 clock in or out without them, in addition to being required to "turn over any
15 and all company properties in your possession... on or before May 13, 2004"
16 as stated in the Notice of Termination. (See Ex. "D," Defendant's
17 Memorandum).

18 19. As a result I believed and felt that I was terminated and forced to stop
19 working on May 13, 2004, the same date that the Notice of Termination (dated
20 May 12, 2004) was given to me. Hence, I was not given the required prior
21 notice of termination and/or of the RIF.

22 20. I and the other plaintiffs worked a set work schedule and shift, and
23 worked Monday through Saturday, seven (7) hours a day, six (6) days a week,
24 for a total of forty-two (42) hours each work week, which included two (2) hour
25 overtime each work week while employed at L&T.

V.
EMOTIONAL DISTRESS

21. After my termination without prior notice on May 14, 2004, I started to have constant head aches. I thought I could earn more by working with L&T. I could not sleep and I just kept on crying. I keep thinking about my family who depends on me for support.


22. For my sustenance, I sold my valuable things and pawned all my jewelry. When I ran out of my money, I looked for a boyfriend so I can stay in his house.

23. I regret that I ever applied at L&T. I had a job before working with L&T but now I am jobless and it is so hard to look for a new job.

24. I tried to borrow money from friends, but nobody is willing to lend me money because they know I do not have a job. All these left me physically and emotionally drained from the severe emotional distress caused thereby.

25. I noticed and felt that I am not the same person before and after the loss of my job at L&T.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this 26th day of September, 2006.

/S/ 
Precilla Orcega
Declarant